

3292

SUMMONS

BOOK 016 PAGE 114

THE STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to summon Douglas C. Lay, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, Alabama, in Equity, at Bay Minette, against Douglas C. Lay, by Armstrong & Egbert.

Witness my hand this the 2nd day of July 1954.

Alice J. Clark
Clerk

///

COMPLAINT

ARMSTRONG AND EGBERT)
Plaintiff)
VS:)
DOUGLAS C. LAY)
Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

The Plaintiff claims of defendant the sum of \$900.00, with interest thereon from the 26th day of June, 1954, for labor and materials furnished and used by plaintiff under a contract made with defendant for building a cottage on Lot fourteen (14), Block two (2), Unit 2 of Gulf Shores, Alabama. And plaintiff avers that they are original contractors and they did furnish the labor and materials for building said structure and all work and material pertaining to same; that Douglas C. Lay, defendant, is the owner of said building and the land on which the same is located; that on the 26th day of June, 1954, the indebtedness sued on accrued, and is claimed by plaintiff for such labor and materials furnished by plaintiff as original contractor. And plaintiff avers that within six months after the accrual of said indebtedness, and on, to wit: the 2nd day of July, 1954, plaintiff filed in the office of the Probate Judge of Baldwin County, Alabama, a statement in writing, verified by oath of D. H. Armstrong, a person having a personal knowledge of the facts stated therein, containing the amount of the demand of plaintiff and secured by the lien claimed, after allowing all credits, a description of the property on which a lien is claimed, in such manner as same might be identified or located and the name of the owner thereof. And plaintiff avers that no part of said debt has been paid, notwithstanding demand has been made for same. And plaintiff claims a lien for said amount on the property described in this complaint and prays that same be established, and that said property be sold for the satisfaction of said lien.

There is attached and made a part hereof, an itemized statement of account sworn to before a Notary Public by D. H. Armstrong, one of the partners, showing this account as of the 30th day of June 1954.

D. H. Armstrong
Attorney for Plaintiff

The defendant, Douglas C. Lay,
resides at:
13 Oriole Drive
Springhill, Alabama.

AFFIDAVIT

THE STATE OF ALABAMA

BOOK 016 PAGE 116

BALDWIN COUNTY

I, D. H. ARMSTRONG, first being duly sworn, depose and say that I am one of the partners in the firm of Armstrong and Egbert, who are the plaintiffs in this case. That on May 8, 1954, we entered into a contract with Douglas C. Lay of 13 Oriole Drive, Springhill, Alabama, to construct a cottage on his lot, Lot fourteen (14), Block two (2), Unit 2 of Gulf Shores, Alabama. That said contract provided that the total price was to be \$4125.00, that \$1600.00 was to be paid when the contract was signed, that \$1600.00 was to be paid when the walls were raised, and that the balance of \$925.00 was to be paid when the house was completed.

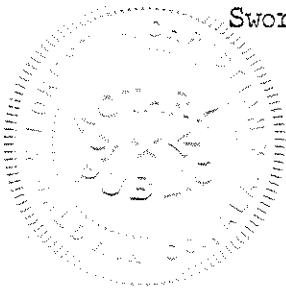
The receipt of \$3200.00 was paid according to his terms, but the defendant has failed to pay \$925.00 which was to be paid when the house was completed. The plaintiff has given the defendant an allowance of \$25.00, because it was agreed that certain bracing was to be left off of the house.

The defendant has accepted said house and the sum of \$900.00 is just and due after the time of credit.

D. H. Armstrong
Affiant

Sworn to and subscribed by me this 30th day of June.

Wm. J. Churchill
Notary Public



FILED

7-2-54

ALICE J. BUCK, Clerk
Reg.

ARMSTRONG & EGBERT, A partnership
Composed of D. H. Armstrong and
D. L. Egbert,

Complainants,

VS.

DOUGLAS C. LAY,

Respondent.

IN THE
CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.
IN EQUITY

NO. 3292.

This cause coming on to be heard was submitted for final decree upon Complainants' amended bill of complaint, answer and cross bill of Respondent, and replication of the complainants and the testimony of witnesses taken ore tenus.

The Court, after considering all of the pleadings and the testimony of the several witnesses for the Complainants and the Respondent, and having had an opportunity to observe the several witnesses, is of the opinion that the Complainants are entitled to the relief prayed for -

It is, THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complainants have and recover of the Respondent NINE HUNDRED (\$900.00) DOLLARS, together with the cost of this cause, and that a lien upon the said property described in the Complaint, to-wit:

Lot 4, Block 2, Unit 2, Gulf Shores,
Alabama, with the improvements thereon,

be and the same is hereby established and declared in favor of the Complainants for said amount, and that the property is hereby condemned and ordered sold for the satisfaction of this judgment as provided by law.

Dated this 1st day of December, 1954.

Hubert M. Hall
Judge, 28th Judicial Circuit of
Alabama.

THE COURT OF COMMONS
IN THE MATTER OF THE
Estate of

John Doe

John Doe
of the County of
Middlesex

do hereby certify that

the within and foregoing

is a true and correct

copy of the original

document filed in the

case

FILED

DEC 2 1954

ALICE J. DUCK, Register

THE COURT OF COMMONS

IN THE MATTER OF THE

Estate of

John Doe

do hereby certify that

the within and foregoing

is a true and correct

copy of the original

document filed in the

case

THE COURT OF COMMONS

IN THE MATTER OF THE

Estate of

John Doe

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THE COURT OF COMMONS

IN THE MATTER OF THE

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ARMSTRONG AND EGBERT, a partnership
composed of D. H. ARMSTRONG AND D. L.
EGBERT,

PLAINTIFF

VS:

DOUGLAS C. LAY,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

Comes the plaintiff-complainant in the above cause and petitions this
Honorable Court to assess reasonable attorney's fees against the defendant-
respondent, which shall be paid to our solicitor, Forest A. Christian.

Forrest A. Christian
Attorney for Plaintiff

FILED

NOV 23 1954

ALICE L. DICK, Register

AMENDED COMPLAINT

ARMSTRONG AND EGBERT, a partnership
composed of D. H. ARMSTRONG AND D. L.
EGBERT,

PLAINTIFF

VS:

DOUGLAS C. LAY,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

The plaintiff claims of the defendant the sum of NINE HUNDRED & 00/100 DOLLARS (\$900.00), with interest thereon from the 26th day of June, 1954, for labor and materials furnished and used by the plaintiff under a written contract, a copy of which is attached and marked Exhibit "A", and subsequent oral agreements, made with the defendant for building a cottage on Lot 14, Block 2, Unit 2, Gulf Shores, Alabama. And plaintiff avers that they were the original contractors and they did furnish the labor and materials for building said structure and all work and material pertaining to same according to the terms of a written contract and subsequent oral agreements; that Douglas C. Lay, the defendant, is the owner of said building and the land on which the same is located; that on the 26th day of June, 1954, the indebtedness sued on accrued, and is claimed by plaintiff for such labor and materials furnished by plaintiff as original contractor. And plaintiff avers that within six months after the accrual of said indebtedness, and on, to wit: the 2nd day of July, 1954, plaintiff filed in the office of the Judge of Probate of Baldwin County, Alabama, a statement in writing, verified by an oath of D. H. ARMSTRONG, a person having a personal knowledge of the facts stated therein, containing the amount of the demand of plaintiff and secured by the lien claimed, after allowing all credits, a description of the property on which a lien is claimed, in such manner as same might be identified or located and the name of the owner thereof. And plaintiff avers that no part of said debt has been paid, notwithstanding demand has been made for same. And Plaintiff claims a lien for said amount on the property described in this complaint and prays that same be established, and that said property be sold for the satisfaction of said lien.

original complaint

There is attached and made a part of ~~the~~; an itemized statement of account sworn to before a notary public by D. H. Armstrong, one of the partners, showing the amount of this account as of the 30th day of June, 1954.

FILED

11-16-54

ALICE J. DUCK, Clerk
Reg.

[Signature]
Attorney for Plaintiff

ARMSTRONG COTTAGES
Hot and Cold Water -- Kitchenette & Bath
Completely furnished

"PLEASURE ISLAND"

GULF SHORES, ALA.

C
O
P
Y

May 8, 1954

Mr. Douglas C. Lay
13 Oriole Drive
Spring Hill, Ala.

Dear Sir:

We agree to build house 22 x 25 ft. according to plans and photo furnished by you. The inside to be ceiled with 6 inch beveled edge pine ceiling with one coat of clear shellac. The floors to be of good grade 4 inch pine flooring sanded and finished. Grey asbestos siding to be used on outside walls and red tite-on shingles on roof-All outside trim to receive two coats of outside paint. House to be built on creosote piling 7 $\frac{1}{2}$ ft. from ground with proper bracing.

We agree to furnish all materials and labor on this house for the sum of \$4125.00. We receive \$1600.00 when contract is signed; \$1600.00 when walls are raised and the balance of \$925.00 when house is completed.

We agree to start this house the week May 16 and do our best to complete it in 6 weeks or less.

Contractors
Armstrong and Egbert

/s/ D. H. Armstrong
/s/ D. L. Egbert

Douglas C. Lay

/s/ Douglas C. Lay
8 May 54

Exhibit "A"

ARMSTRONG AND EGBERT, a partnership
composed of D. H. ARMSTRONG AND D. L.
EGBERT,

PLAINTIFF

VS:

DOUGLAS C. LAY,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

REPLICATION

Comes the plaintiff and for answer to the defendants plea and cross-complaint states that the plaintiff joins issue on said plea.


Attorney for Plaintiff

FILED

NOV 23 1954

ALICE J. DUCK, Register

ARMSTRONG AND EGBERT,
 PLAINTIFFS,
 VS
 DOUGLAS C. LAY,
 DEFENDANT.

IN THE CIRCUIT COURT OF
 BALDWIN COUNTY, ALABAMA
 IN EQUITY

Comes the Defendant in the above-entitled cause, appearing specially and only for the purpose of filing this plea, and says that the said Armstrong and Egbert of Baldwin County, Alabama, Plaintiffs in this cause, ought not to have and maintain its said action for the Defendant says, separately and severally, as follows, to-wit:

1.

The said Defendant is not a resident of Baldwin County, Alabama, nor was he a resident of Baldwin County, Alabama, at the commencement of said suit nor was he a resident of Baldwin County, Alabama, at the time said cause arose; but the said Defendant is a resident of Mobile County, Alabama, more specifically 13 Oriole Drive, Springhill, Alabama, and has resided at said address in said County more than 10 years next preceding year, and further that said cause of action did arise under a contract between said parties.

Wherefore, Defendant says that the Circuit Court of Baldwin County, Alabama, is without jurisdiction to try and determine this cause, and that this said action should be abated, and prays the judgment of this Honorable Court whether the Plaintiffs should be allowed to further maintain this suit.

Douglas C. Lay
 Defendant
C. LeNair Thompson
 Attorney for Defendant.

STATE OF ALABAMA
 BALDWIN COUNTY

Before me, C. LeNair Thompson, a Notary Public, in and for said County in said State, personally appeared Douglas C. Lay, who, being known to me, and by me first duly sworn deposes and says on oath: That he is the defendant in the above entitled cause, and has personal knowledge of the facts stated in the foregoing pleas and that the said statements of fact therein contained are true.

Douglas C. Lay
C. LeNair Thompson
 Notary Public, Baldwin County, Alabama.

Sworn to and subscribed before me this the 23 day of July, 1954.

FILED

7-22-54

ALICE J. GUCK, Clerk

3292

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

ARMSTRONG AND ROBERT,

PLAINTIFF,

DOUGLAS C. LAY,

DEFENDANT.

Plea and Abatement

FILED

JUL 22 1954

ALICE J. DUCK, Clerk

C. LeNoir Thompson
Attorney At Law
Eay Kinette, Alabama

ARMSTRONG AND EGBERT,

PLAINTIFF,

VS

DOUGLAS C. LAY,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

Now comes the Defendant in the above styled cause and demurs to the complaint and each count thereof both separately and severally and for grounds for the demurrers assigns the following:

1.

1. The Complaint does not state a cause of action.

2. For aught that appears count one of the complaint does not show of what the alleged work and labor done, building material and supplies consisted.

3. For aught that appears that said complaint does not allege the said contract to be in writing.

4. For aught that appears that said complaint does not allege the said contract to be oral.

5. For aught that appears count one of the complaint does not show that said work and labor was ever accepted by the defendant, or his agent.

6. For aught that appears count one of the complaint does not show that said work and labor was ever approved by the defendant or his agent.

7. For aught that appears that said complaint does not set out the allowances for work or labor omitted from the contract.

8. For aught that appears exhibit one attached to the complaint and made a part thereof does not show of what the alleged materials and labor, allegedly furnished to the defendant consisted.

9. For aught that appears no memorandum of the agreement between plaintiff and defendant is set out in the complaint or attached thereto as an exhibit, so as to give defendant notice of what or how to defend in this cause.

FILED

10-7-54

ALICE J. DUCK, Clerk

[Signature]
Attorney for the Defendant

3292

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

ARMSTRONG AND EGBERT,
PLAINTIFF,
VS

DOUGLAS C. LAY,
DEFENDANT.

DEMURRERS

FILED
10-7-54
ALICE L. DUCK, Clerk

C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

ARMSTRONG AND EGBERT,

COMPLAINANT,

VS

DOUGLAS C. LAY,

RESPONDENT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

TO THE HONORABLE H. M. HALL, JUDGE OF CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA, IN EQUITY SITTING:

Comes the Respondent and for demurrer to the Bill of Complaint filed
in said cause says separately and severally:

1. There is no equity in the said amended Bill of Complaint.
2. It affirmatively appears that the complainant has an adequate remedy at law.

3. There is a variance in the allegations of the said Bill of Complaint in that the allegations in the body thereof the complainant alleges that he furnished materials to the respondent and in the two claims of lien attached to the Bill of Complaint as exhibits, it is not alleged to whom the materials were furnished.

4. No facts/^{are}alleged in the claims of lien attached to and made a part of the said Bill of Complaint and identified as Exhibits A and B to show that the materials referred to therein were furnished to the respondent or to anyone authorized to bind him for the payment thereof, or that they were used on the property described therein.

5. It affirmatively appears from the allegations of the said Bill of Complaint that the complainant does not have a lien on the property of the respondent, which is referred to in the said Bill of Complaint.

6. The facts alleged in the said Bill of Complaint, if true, are not sufficient to show that the complainant has a lien on the property of the respondent.

7. The allegation "Complainant further shows that under and by virtue of the laws of the State of Alabama, he has a lien on the aforesaid building and the said lot on which the same is situated as security for the said materials furnished by the complainant to the Respondent at his request as aforesaid" is a conclusion of the pleader and is not supported by any facts to show that the complainant has a lien on the respondent's said property.

8. No valid lien has been filed against the property described in the Bill of Complaint, as provided by the relevant statutes of the State of Alabama.

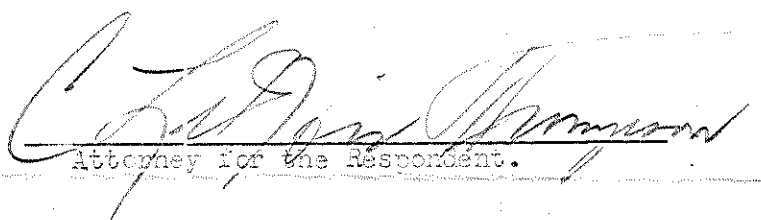
9. Complainant alleges in paragraph numbered 6 (a) of the said Bill of Complaint that the agreed prices for such materials and for each and every part thereof is as set out in Exhibit C attached to the said Bill of Complaint, but the said Bill of Complaint does not allege what parties agreed on the prices for the said materials.

10. No facts are alleged to show that the complainant complied with the provisions of Title 33, Section 37 of the 1940 Code of Alabama.

11. For aught that appears the said Douglas C. Lay, Respondent in said cause has no contract with the said Plaintiff named therein.

12. Said complaint fails to allege whether said contract be written, oral or written and oral.

13. Said contract fails to allege any fact concerning the said structure but consist of conclusion of the pleader.


Attorney for the Respondent.

FILED

10-15-54

ALICE A. WICK, ~~CLerk~~
Reg.

016
PAG 122

3292

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY.

ARMSTRONG AND EGBERT,

COMPLAINANT,

VS

DOUGLAS C. LAY,

RESPONDENT.

Demurrers

C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

FILED

10-15-54

ALICE L. DUCK, Clerk

ARMSTRONG AND EGBERT,

COMPLAINANT,

VS

DOUGLAS C. LAY,

RESPONDENT.

IN THE CIRCUIT COURT OF

BALWIN COUNTY, ALABAMA

IN EQUITY

BOOK 016 PAGE 117

TO THE HONORABLE H. M. HALL, JUDGE OF THE 28TH JUDICIAL CIRCUIT OF THE
STATE OF ALABAMA, IN EQUITY SITTING:

Comes the Respondent in the above styled cause and for answer to the
complaint filed herein shows unto this Honorable Court, separately and
severally as follows:

1.

Your Respondent denies the allegations of the complaint as alleged
therein.

2.

Your Respondent shows unto this Honorable Court that a contract in
writing was entered into in words and figures as follows:

ARMSTRONG COTTAGES
Hot & Cold Water -- Kitchenette & Bath
Completely Furnished
"PLEASURE ISLAND"
Gulf Shores, Ala.

May 8, 1954

"Mr. Douglas C. Lay
13 Oriole Drive
Spring Hill, Ala.

Dear Sir:

We agree to build house 22 x 25 ft. according to plans
and photo furnished by you. The inside to be ceiled with 6 inch
beveled edge pine ceiling with one coat of clear shellac. The
floors to be of good grade 4 inch pine flooring sanded and
finished. Grey asbestos siding to be used on outside walls and
red tile-one shingles on roof-All outside trim to receive two
coats of outside paint. House to be built on creosote piling
7 1/2 ft. from ground with proper bracing.

We agree to furnish all materials and labor on this house
for the sum of \$4125.00 We receive \$1600.00 when contract is
signed; \$1600.00 when walls are raised and the balance of \$925.00
when house is completed.

We agree to start this house the week May 16 and do our
best to complete in 6 weeks or less.

Contractors
Armstrong and Egbert

(Signed) D. H. Armstrong
(Signed) D. L. Egbert

Douglas C. Lay
(Signed) Douglas C. Lay
8 May '54."

and that a picture was submitted to the contractors, complainants in this cause, in accordance with the written contract and as part of the said written contract.

3.

That in addition to said written contract and picture aforesaid an oral agreement was entered into whereby in addition to the terms of the written contract aforesaid it was agreed between the parties that the contractors were to use galvanized nails in the construction of said building; whereas in fact the contractors did not use galvanized nails but used aluminum nails, thereby breaching said contract to the damage of your Defendant.

4.

That in addition to said written contract and picture aforesaid an oral agreement was entered into whereby in addition to the terms of the written contract aforesaid it was agreed between the parties that the contractors were to use 100% copper pipe in installing the water system; whereas in fact the contractors did not use 100% copper pipe but only used about ~~30% copper pipe and the rest galvanized iron pipe,~~ thereby breaching said contract to the damage of your Defendant.

5.

That in addition to said written contract and picture aforesaid an oral agreement was entered into whereby in addition to the terms of the written contract it was agreed between the parties that the contractors were to paint the outside of the building with two coats of paint; whereas in fact the contractors did not do this, but used coppertox stain, thereby breaching said contract to the damage of your Defendant.

6.

That in addition to said written contract and picture aforesaid an oral agreement was entered into whereby in addition to the terms of the written contract aforesaid it was agreed between the parties that the contractors were to arrange the plumbing so that it could be drained by opening valve in the winter time to drain said plumbing to keep it from freezing; whereas said valve was not installed as agreed, thereby breaching said contract to the damage of your Defendant.

7.

That in addition to said written contract and picture aforesaid an oral agreement was entered into whereby in addition to the terms of the written contract aforesaid it was agreed between the parties that the contractors were to use square timber sills; whereas in fact the contractors did not use square timber sills as agreed but used two by eight sills, thereby breaching said contract to the damage of your Defendant.

8.

That in addition to said written contract and picture aforesaid an oral agreement was entered into whereby in addition to the terms of the written contract aforesaid it was agreed between the parties that the contractors were to install the shower bath underneath the house, so the water would fall out from under the house; whereas in fact the contractors installed it so the water falls under the house, thereby breaching said contract to the damage of your Defendant.

9.

That in addition to said written contract and picture aforesaid an oral agreement was entered into whereby in addition to the terms of the written contract aforesaid it was agreed between the parties that the contractors were to install the septic tank as in the photograph mentioned in contract, so as to drain East; whereas in fact the contractors installed it to drain North, and further the said septic tank was installed so as to block egress and ingress from the driveway to the back steps, thereby breaching said contract to the damage of your Defendant.

10.

And further your Defendant avers that the consideration for said agreement entered into by the parties to this cause was for the full and complete performance of said contract, in a skill and workmanlike manner, which contract, your Defendant avers, was not performed in a skill and workmanlike manner and that said contract was not completed as agreed between the parties thereto, in that said contractors failed or refused to use the following items as agreed: Galvanized nails throughout; copper pipe throughout in the water system installed; paint the outside trim; provide adequate drainage of the installed water system; provide hardware on windows; use square timber sills in the foundation construction; install a shower bath as agreed; install septic tank in accordance with photograph furnished contractors; set piling in a workmanlike manner; and brace structure underneath in a workmanlike manner.

BOOK 016 PAGE 119

That the damages to your petitioner, the respondent in said cause, of removing the items herein, which were not in compliance with said contract and of replacing said items with the items set forth in said contract amounts to Five Hundred Seventy-five (\$575.00) Dollars, all to the damage to your Respondent, which your Respondent offers to set off against the demand of said complainant.

PRAYER FOR PROCESS

Respondent prays that this answer be taken and treated in all respects as a cross bill and that the usual notice thereof in the form and manner prescribed by law be given to the complainant, requiring him to appear and plead, answer or demur to this cross bill within the time required by law.

PRAYER FOR RELIEF

Respondent and Cross Complainant prays for the following separate and several relief:

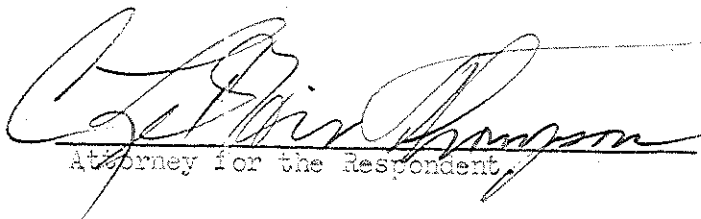
1. That it be adjudged and decreed that said Respondent not be indebted to the complainant in the amount claimed but that the said complainant be required to compensate the said Respondent for the damage done through the breaches of contract alleged herein.
2. Respondent and cross-complainant further prays that such other orders be made and decrees rendered as may be just and proper in the premises.
3. The Respondent offers to do equity, and ever prays, etc.

FILED

11-16-54

ALICE J. DUCK, ~~Reg.~~

Reg.


Attorney for the Respondent.

BOOK 016 PAGE 120

2292

FILED

1954

ALICE J. DECK, Registrar

Armstrong & Egbert
VS

Douglas C. Lay

Answer

2292

C. Le Grange Thompson
Atty for Defendant

STATE OF ALABAMA

BOOK 016 PAGE 115

BALDWIN COUNTY

D. H. Armstrong and D. L. Egbert, d/b/a Armstrong & Egbert, a partnership, with its principal place of business at Gulf Shores, Alabama in Baldwin County, files this statement in writing, verified by the oath of D. H. Armstrong, who has personal knowledge of the facts herein set forth:

The said Armstrong & Egbert, a partnership, claims a lien on the following described property situated in Gulf Shores, in Baldwin County, Alabama, to wit:

Lot fourteen (14), Block two (2), Unit 2 of Gulf Shores, Alabama.

This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said lands. The said lien is claimed to secure an indebtedness of Nine hundred and 00/100 dollars (\$900.00), with thereon from June 26, 1954, for materials furnished by Armstrong and Egbert and for the labor for the construction of a residential building on the said lands. The name of the owner of the said property is Douglas C. Lay, 13 Oriole Drive, Springhill, Alabama.

Armstrong and Egbert, a partnership

by: D. H. Armstrong

STATE OF ALABAMA

BALDWIN COUNTY

Before me, a Notary Public in and for said County and State, personally appeared D. H. Armstrong, who being by me first duly sworn doth depose and say: that he has personal knowledge of the facts set forth in the foregoing statement of lien and that the same are true and correct to the best of his knowledge and belief.

D. H. Armstrong

Sworn to and subscribe before me on this the 30th day of June, 1954.

W. G. O'Connell
Notary Public

ARMSTRONG AND EGBERT, a partnership
composed of D. H. ARMSTRONG AND D. L.
EGBERT,

PLAINTIFF

VS:

DOUGLAS C. LAY,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

Comes the plaintiff-complainant in the above cause and petitions this
Honorable Court to assess reasonable attorney's fees against the defendant-
respondent, which shall be paid to our solicitor, Forest A. Christian.


Attorney for Plaintiff

FILED

NOV 23 1954

ALICE L. BUCK, Register

Bay Minette, Ala., 2/7,

To the Sheriff of Mobile County,
Mobile, Alabama.

I enclose herewith ACC for Douglas C. Gray -
13 Birch Dr., Spring Hill, Ala.

Please serve and return as early as possible.

Tyler & Sullivan
Sheriff Baldwin County Alabama.

(If not found in your county please advise promptly giving information as to present location if possible)